



## CELL C WEBSITE AND ONLINE SERVICES TERMS AND CONDITIONS

This document contains the terms and conditions applicable to the use of Cell C's website and online services.

By accessing any page on the Cell C website or making use of any online services, you agree to the following terms and conditions.

In accordance with section 11 of the Electronic Communications and Transactions Act 25 of 2002, as amended ("ECTA") these terms and conditions are binding and enforceable against all persons that access the Cell C website or any part thereof or make use of any online services offered by Cell C (Pty) Limited or Cell C Service Provider Company (Pty) Limited.

If you do not agree with these terms and conditions, you must leave the Cell C website and discontinue your use of the online services without delay, as further use will mean that you have accepted these terms and conditions and agree to these terms and conditions.

Important terms which may limit Cell C's responsibility or involve some risk for you may be in bold. You must pay special attention to these terms and conditions.

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. "Cell C website" means the Cell C website owned and operated by Cell C and located at <http://www.cellc.co.za>, including any page, part or element thereof;
- 1.2. "Cell C" means Cell C (Pty) Ltd, registration number 1999/007722/07 and Cell C Service Provider Company (Pty) Ltd, registration number 2001/008017/07;
- 1.3. "online services" means the Cell C website and any other service offered by Cell C through electronic means, including but not limited to electronic billing platforms, online portals, and interactive customer websites, and shall include the content and information provided or exchanged as part of such services;
- 1.4. "User", "you" or "your" means any person who enters or uses the Cell C website or online services, notwithstanding the fact that such a person only visits the home page of the Cell C website or online service portals;
- 1.5. references herein to the singular include the plural and vice versa; and
- 1.6. hyperlinks have been used in these terms and conditions. The fact that some or all of the hyperlinks may be non-operational, shall not play a role in the determination of the validity and interpretation of these terms and conditions.

### 2. DISCLAIMER

- 2.1. **Whilst reasonable effort has been made by Cell C, and its suppliers of content and information, to ensure the performance of the online services and the Cell C website, the accuracy of the content, information and images, and the reliability of the data of the online services and the Cell C website, Cell C, its affiliated companies, suppliers, and any of their employees, do not, to the full extent permitted by law, guarantee the availability or accuracy of the services, content, information and/or images offered on the online services and the Cell C website.**
- 2.2. **Cell C makes no representations or warranties, whether express or implied, and assumes no liability or responsibility for the proper performance of the online services and the Cell C website and the online services and the Cell C website are used at your own risk.**
- 2.3. **Cell C does not warrant that the online services and Cell C website will meet your requirements, be uninterrupted, complete, timely, secure or error free.**

### **3. INDEMNITIES AND LIMITATION OF LIABILITY**

- 3.1.** Cell C shall not be liable to you or any third party, in any manner whatsoever, and you indemnify Cell C accordingly, for any damage, loss, liability, costs or expense whether direct, indirect or of a consequential nature that resulted from a breach of these terms and conditions by you or arising out of or in connection with the failure or delay in the performance of the online services and the Cell C website or your use of the online services and the Cell C website, other than in respect of losses caused by Cell C's gross negligence, intentional misconduct or any other loss which cannot be excluded by law.
- 3.2.** Cell C shall not be liable to you for any breach of these terms and conditions or failure to perform any obligations, which includes those arising as a result of technical problems relating to the Cell C network, termination of any licence to operate or use the Cell C network, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, or industrial disputes.

### **4. PERMITTED USE AND LICENSE**

- 4.1.** You agree and confirm that you are over the age of 18 years and are unauthorised to access, make purchases, payments, and/or make changes to any account, personal information and associated profile settings on any of the online services available to you.
- 4.2.** In the event that you are not the account holder and/or are not authorised to make use of the relevant online services, you declare that you have obtained the necessary consent for access to and/or to make changes to the relevant accounts, personal information, profile settings, as well as make purchases and payments.
- 4.3.** You may be required to update your personal details to continue using certain functions of the online services. You agree and confirm that you are the authorised person to use the details that you are registering and/or logging-on with and that the information provided to Cell C is accurate. If the personal information provided to Cell C is not your information or is incorrect, Cell C will not be held liable in any way for any reliance on such information by Cell C or any third party. If Cell C establishes that the intention of using incorrect and/or false personal information is to conduct fraud or malicious activities on this portal, you may be criminally prosecuted in accordance with applicable laws.
- 4.4.** You are only permitted and may only use, access, browse, view, amend, download and print the content and details of the online services for lawful and legal purposes.
- 4.5.** You warrant that you shall not:
- 4.5.1.** use the online services and the Cell C website for commercial and non-private purposes; and
  - 4.5.2.** use the online services and the Cell C website to receive or transmit material which is in violation of any law or regulation, which is hate-speech, offensive, obscene, threatening, racist, defamatory, in breach of confidence, or in breach of any intellectual property rights.
- 4.6.** The caching of the online services shall only be allowed if:
- 4.6.1.** the purpose of the caching is to make the onward transmission of the content from the online services more efficient;
  - 4.6.2.** the cached content is not modified in any manner whatsoever;
  - 4.6.3.** the cached content is updated at least every 12 (twelve) hours; and
  - 4.6.4.** the cached content is removed or updated when so required by Cell C.
- 4.7.** If you use content from the online services and/or the Cell C website in breach of these terms and conditions:
- 4.7.1.** Cell C reserves the right to claim damages from you;
  - 4.7.2.** Cell C reserves the right to institute criminal proceedings against you, if applicable; and
  - 4.7.3.** Cell C shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by you or any third party who obtained any content from you.
- 4.8.** Users may quote small and reasonable amounts of content available from the online services only if such content is placed in inverted commas and the source is acknowledged accordingly.
- 4.9.** No person may, without the prior written consent of Cell C frame, copy or repackage the online services or any part thereof in any manner whatsoever.



- 4.10. Apart from bona-fide search engine operators, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect, scrape or copy content from the online services and the Cell C website for any purposes, without the prior written consent of Cell C.
- 4.11. E-mail addresses, names, telephone numbers and fax numbers published on the online services, or the Cell C website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given, or implied, that information available in/on the online services and Cell C website may be used to communicate unsolicited communications to Cell C and all of Cell C's rights are reserved in this regard.
- 4.12. All licenses and/or permissions granted in terms of these terms and conditions are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Cell C at any time without prior notice or reason.

## **5. PASSWORD/PIN FOR ACCESS TO ONLINE SERVICES**

- 5.1. You agree that you will be responsible for the safekeeping of your password/PIN for access to all online services and you accept all liability in the event that the password/PIN is disclosed to a third party, whether intentional or unintentional. You agree that the disclosure of your password/PIN is done at your own risk.
- 5.2. Furthermore, you acknowledge that you are responsible for ensuring that no unauthorised access to the online services is obtained using your password/PIN, and that you will be liable for all such activities conducted pursuant to such use of your password/PIN, whether authorised or not.
- 5.3. You agree that if you disclose your password/PIN to a third party, the third party may have access to your personal, account and billing information and agree that Cell C shall not be liable in this regard.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. All intellectual property on the Cell C website and online services, including but not limited to content, trademarks, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to Cell C and as such, are protected from infringement by applicable law. Subject to the rights provided to you in these terms and conditions and clause 4.12 above, all of the rights to intellectual property on the Cell C website and online services are expressly reserved in favour of Cell C.

## **7. SOFTWARE AND EQUIPMENT**

- 7.1. It is the responsibility of the User to acquire and maintain, at their own expense, the necessary computer hardware, software, communication lines and internet access accounts required to access the internet and the online services and/or download content from the Cell C website and the online services.

## **8. PRIVACY STATEMENT**

- 8.1. Cell C shall take reasonable steps, in accordance with applicable law, to protect the personal information of Users and is committed to respecting the privacy of your personal information. For the purpose of these terms and conditions, "personal information" shall be defined as detailed in the Protection of Personal Information Act, 2013, as amended.
- 8.2. As and when necessary, Cell C may electronically collect, store, disclose and/or use the following of yours:
  - 8.2.1. name and surname;
  - 8.2.2. contact numbers;
  - 8.2.3. non-personal browsing habits and click patterns;
  - 8.2.4. e-mail address;
  - 8.2.5. IP address;
  - 8.2.6. geographical location;
  - 8.2.7. account details; and/or
  - 8.2.8. username and password (required for access to personal information pages).
- 8.3. Cell C collects, stores and uses the abovementioned information in order for Cell C to:
  - 8.3.1. communicate requested information to you;



- 8.3.2. respond to queries, responses or complaints submitted by you;
- 8.3.3. process orders or applications for Cell C products and/or services;
- 8.3.4. create products or services that may meet your future requirements;
- 8.3.5. provide you with access to restricted pages on the Cell C website; and
- 8.3.6. compile non-personal statistical information about browsing habits, click-patterns and access to the online services.
- 8.4. The personal information detailed above is collected and/or stored either electronically by the use of "cookies" or is provided voluntarily with your knowledge and consent. You can determine any use of cookies through your browser settings but note that turning off cookies may cause certain features of the online services or Cell C website to be unavailable to you.
- 8.5. Cell C may further collect additional information, for example, your IP address, the date, and time of your visits to the Cell C website, and browser history, to recognise you during any subsequent visits to the Cell C website and/or use of the online services. Cell C may further use this information to develop future products and/or services.
- 8.6. Cell C owns and retains all rights to non-personal statistical information collected and compiled by Cell C.
- 8.7. **As and when necessary, Cell C may use and/or disclose your personal information collected:**
  - 8.7.1. **in order to comply with legal, regulatory requirements and applicable laws;**
  - 8.7.2. **to either credit grantors and/or credit bureau and/or banks and/or other financial institutions in order to ascertain information relating to your creditworthiness and for fraud prevention purposes and in order to process any payment transactions where necessary;**
  - 8.7.3. **to attorneys and/or debt collection agencies if you breach any agreements with Cell C;**
  - 8.7.4. **to Cell C's agents and/or consultants and/or trade partners, but only to the extent necessary and in order to provide Cell C products, services, and the online services to you;**
  - 8.7.5. **to consumer research companies for the purposes of conducting research on improving Cell C products, services, and the online services;**
  - 8.7.6. **for the purposes of Cell C publishing a directory containing the name, address, details and the applicable cellphone number of Cell C subscribers; and**
  - 8.7.7. **for the purposes of Cell C informing or sending information to you about any new services or products offered by Cell C and/or by any of Cell C's agents and/or consultants and/or trade partners which we consider may be of interest to you. Cell C will comply with the direct marketing provisions of the Consumer Protection Act, 68 of 2008 ("CPA") and the CPA regulations, including the provisions relating to the direct marketing registry.**
- 8.8. By using the online services and the Cell C website, you understand that Cell C may, where necessary and where permitted by applicable law, monitor your calls, e-mails or SMS's for business purposes, including for purposes of quality control, training, marketing and improving the online services.
- 8.9. Cell C reserves the right to amend this clause if required to do so due to a change in applicable laws.

## **9. HYPERLINKS TO THIRD PARTY SITES**

- 9.1. In the event that the online services contain hyperlinks to third party sites not controlled by Cell C ("target sites"), Cell C is not responsible for the content of, or the services offered by those target sites. The hyperlink(s) are provided solely for your convenience and should not be construed as an express or implied endorsement by Cell C of the target site(s) or the products or services provided therein. You access those target sites and use their products and services solely at your own risk and Cell C recommends that you check the terms and conditions of the target sites if you have any concerns or questions.
- 9.2. **Cell C shall not be liable, in any manner whatsoever, for any damage, loss, liability, costs or expense, whether direct, indirect or of a consequential nature that resulted from the use and access to target sites and the content on such target sites. Persons that wish to**



link to content beyond the home page of the Cell C website and/or online services without Cell C's prior written consent shall do so at their own risk, and indemnify Cell C against any loss, liability or damage that may result from the use of content from the Cell C website and online services, if such content was accessed through a hyperlink not directed from the home page of the Cell C website or online services.

## 10. SECURITY

- 10.1. Cell C shall take reasonable steps to secure the content of the online services and the information provided by and collected from Users from unauthorised access and/or disclosure, however, Cell C makes no warranties or representations in this regard.
- 10.2. **While Cell C has implemented appropriate and reasonable security technologies and practices, please be aware that internet communications are insecure unless they have been encrypted and/or appropriate security safeguards implemented. Accordingly, Cell C assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information.**

## 11. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECTA

- 11.1. Access to the services, content, software, and downloads available from the online services may be classified as "electronic transactions" as defined in terms of ECTA and you therefore may have the rights detailed in ECTA. Accordingly, Cell C provides the following information:
  - 11.1.1. the full name and legal status of the online services owner: Cell C (Pty) Ltd, registration number 1999/007722/07 and/or Cell C Service Provider Company (Pty) Ltd, registration number 2001/008017/07;
  - 11.1.2. street address: Corner Maxwell Drive and Pretoria Main Road, Buccleuch, Extension 10, 2090;
  - 11.1.3. postal address: Private Bag X36, Benmore, 2010, Johannesburg, South Africa;
  - 11.1.4. physical address for receipt of legal service: Corner Maxwell Drive and Pretoria Main Road, Buccleuch, Extension 10, 2090, South Africa;
  - 11.1.5. main business: Cell C is an electronic communications provider;
  - 11.1.6. the website address of the Cell C website is: <http://www.cellc.co.za>;
  - 11.1.7. the official e-mail address of the Cell C website is: [custserv@cellc.co.za](mailto:custserv@cellc.co.za);
  - 11.1.8. access to and use of the Cell C website is provided free of charge;
  - 11.1.9. alternative dispute resolution: subject to urgent and/or interim relief, all disputes regarding access to online services; the inability to access the online services; the services and content available from the online services; or these terms and conditions, shall be referred to Cell C;
  - 11.1.10. you may return goods or services as detailed in ECTA, the Consumer Protection Act and Cell C's policies; and
  - 11.1.11. Users may lodge complaints concerning the online services with Cell C at [custserv@cellc.co.za](mailto:custserv@cellc.co.za).

## 12. CHANGES, AMENDMENTS AND GOVERNING LAW

- 12.1. To the extent permitted by law, Cell C reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:
  - 12.1.1. change these terms and conditions;
  - 12.1.2. change the content and/or services available from the online services;
  - 12.1.3. alter and/or discontinue any aspect of the online services; and/or
  - 12.1.4. change the software and hardware required to access and use the online services.
- 12.2. The amended versions of the terms and conditions and online services will be displayed in the same media as these terms and conditions. By continuing to use the online services, you agree and understand that you will be bound by the amended terms and conditions.
- 12.3. The terms and conditions, as may be amended, shall be governed in accordance with the laws of South Africa and you submit to the exclusive jurisdiction of the South African courts in the event of any dispute relating to the terms and conditions.